

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NHL ENTERPRISES, L.P.,

Plaintiff,

v.

ANHUI BETTER ADVERTISING
PRODUCTION CO., LTD., et. al.

Defendants.

Case No. 22-cv-02325

Judge Elaine E. Bucklo

Magistrate Judge Heather K. McShain

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff NHL Enterprises, L.P. (“NHLE” or “Plaintiff”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;






Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces and Domain Names.

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "NHL Trademarks") to residents of Illinois. A list of NHL Trademarks is included in the chart below.

Registration Number	Trademark	Goods and Services
1,962,135	NHL	For: clothing, namely, shirts, jerseys, sweaters, jackets, sweatshirts, t-shirts, pants, sweatpants, warm-up suits, wristbands, headbands, shorts, caps, hats, socks, nightshirts, scarves, mittens and cloth bibs in class 025.
2,422,903	STANLEY CUP	For: clothing, namely, caps, cloth bibs, hats, jackets, jerseys, shirts, shorts, sweaters, sweatpants, sweatshirts, t-shirts, ties, vests and warm-up suits in class 025.
4,631,182	NHL	For: items made of precious and non-precious metals, namely, commemorative coins, and medals; trophies and key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
4,767,415	STANLEY CUP	For: precious metal trophies in class 014.

1,678,612		For: clothing and footwear; namely, jerseys, sweaters, jackets, sweatshirts, t-shirts, sweatpants, shirts, caps, hats in class 025.
3,248,499		For: clothing, namely, bandannas, beach cover-ups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, footwear, ear muffs, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rain wear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, t-shirts, ties, toques, underwear, vests, warm-up suits and wristbands in class 025.
5,165,350		For: items made of precious and non-precious metals, namely, commemorative coins, and medals; trophies and key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
2,395,418		For: clothing, namely, caps, cloth bibs, hats, jackets, jerseys, shirts, shorts, sweaters, sweatpants, sweatshirts, t-shirts, ties, vests and warm-up suits in class 025.
4,677,429		For: Items made of precious and non-precious metals, namely, commemorative coins, and medals; key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. using NHL Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not Plaintiff's genuine product or not authorized by Plaintiff to be sold in connection with NHL Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as Plaintiff's genuine product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under NHL Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing NHL Trademarks and damaging Plaintiff's goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including

the NHL Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.

2. The domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within seven (7) calendar days of receipt of this Order, shall, at Plaintiff's choosing:
 - a. transfer the Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Domain Names to a registrar of Plaintiff's selection; or
 - b. disable the Domain Names and make them inactive and untransferable.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within seven (7) calendar days of receipt of this Order, shall take any steps necessary to transfer the Domain Names to a registrar account of Plaintiff's selection.
4. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces and Domain Names including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart Inc. ("Walmart"), Etsy, Inc. ("Etsy") and Dhgate, (collectively, the "Third Party Providers") shall, within seven (7) calendar days of receipt of such notice, disable and cease displaying any advertisements used by or associated

with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the NHL Trademarks.

5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred and fifty thousand dollars (\$250,000) for willful use of counterfeit NHL Trademarks in connection with the sale of products through at least the Seller Aliases.
6. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, Walmart, Etsy, DHgate and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
7. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases, Online Marketplaces and Domain Names from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants’ assets.
8. All monies, up to the above identified statutory damages award, in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant

Financial, Wish.com, Walmart, Etsy, DHgate and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.


9. Until Plaintiff have recovered full payment of monies owed to them by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, Etsy, and Amazon Pay, shall, within seven (7) calendar days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases, Online Marketplaces, and Domain Names, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 1 and 2 to the Declaration of Lindsay Conn, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.
10. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail

addresses identified in Exhibits 1 and 2 to the Declaration of Lindsay Conn and any e-mail addresses provided for Defaulting Defendants by third parties.

11. The ten thousand dollar (\$10,000.00) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This Court, having determined that there is no just reason for delay, orders that this is a Final Judgment against Defaulting Defendants.

DATED: June 30, 2022



Elaine E. Bucklo
United States District Judge

**NHL Enterprises, L.P. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case
No. 22-cv-2325**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	btprintingfactory.en.alibaba.com	Anhui Better Advertising Production Co., Ltd.
2	feifeihugifts.en.alibaba.com	Nanjing Fly Flying Tigers Office Supplies Co., Ltd.
3	jmflags.en.alibaba.com	Dongyang Junmei Flags Co., Ltd.
4	maystargift.en.alibaba.com	Yiwu May Star International Trading Co., Ltd.
5	stoneflag.en.alibaba.com	Shanghai Stone Flag & Craft Factory
6	totemflag.en.alibaba.com	Shanghai Totem Industry Co., Ltd.
7	amazon.com/sp?seller=A13Z1S1T1X6J4	QUALITY HOME
8	amazon.com/sp?seller=A19TO6RVCVSTX3	song jianaetr
9	amazon.com/sp?seller=A1MAN3G3SR1MVG	VSLNAN
10	amazon.com/sp?seller=A1V1IUQ0XOEMPW	kwynmd
11	amazon.com/sp?seller=A2U8APY7T430Y8	QingDaoZhongTianShengGuoJiMao
12	amazon.com/sp?seller=A2XS0NPNP9QL5Y	ZhangJiaJieShiWuLingYuanQuYanBengSuanBaiHuoDian
13	amazon.com/sp?seller=A35ILENTYYST33	A35ILENTYYST33
14	amazon.com/sp?seller=A37GHEWRR1OJ7P	A37GHEWRR1OJ7P
15	amazon.com/sp?seller=A3JRDDJL6OTC2	CharlesRenfronest
16	amazon.com/sp?seller=A45U9V6ZR99F9	Danna Bowden
17	amazon.com/sp?seller=AMIOBFT77LBHH	jishuixianangmiaofuzhuangdian
18	amazon.com/sp?seller=AUTX34PQD5RGS	ShaoYangShiShuangQingQuChengWangWuJinDian
19	dhgate.com/store/13687858	michaelwen2008
20	dhgate.com/store/14433251	beijia2013
21	dhgate.com/store/14498587	Splendid Jerseys Factory
22	dhgate.com/store/20056400	fanatics
23	dhgate.com/store/20267403	Top Sport Mall
24	dhgate.com/store/20439121	projersey sword
25	dhgate.com/store/20501098	Redtrade Sport Store
26	dhgate.com/store/20529075	vip_sport
27	dhgate.com/store/20641284	mic1688
28	dhgate.com/store/20825219	movie_jersey

29	dhgate.com/store/20827203	fan_sport
30	dhgate.com/store/20933118	cheap_hot_jerseys
31	dhgate.com/store/21143327	felixjerseys
32	dhgate.com/store/21250931	ytrade
33	dhgate.com/store/21259510	New York Jerseys
34	dhgate.com/store/21378165	panarin
35	dhgate.com/store/21440402	canada_team
36	dhgate.com/store/21599948	hedman1
37	wish.com/merchant/60b76a9f41e228edcf8a8c74	GDRHyder
38	exquisitedustmask.com	exquisitedustmask.com
39	gear94.com	gear94.com
40	EXCEPTED	EXCEPTED
41	nhlhockeyjerseys2.com	nhlhockeyjerseys2.com
42	nhlhockeyjerseys2.com	nhlhockeyjerseys2.com
43	perfectdustmask.com	perfectdustmask.com
44	playerstee.com	playerstee.com
45	Skyshirt.online	Skyshirt.online
46	trendclothingsshop.com	trendclothingsshop.com
47	woowooh.com	woowooh.com

Defendant Domain Names

No	URL	Name / Seller Alias
1	footballteamjersey.com	footballteamjersey.com
2	nhlshops.ca	nhlshops.ca
3	buffalosabresteamshop.com	buffalosabresteamshop.com
4	avalancheproshop.com	avalancheproshop.com
5	nhljerseyoutlet.com	nhljerseyoutlet.com
6	nhljerseyfans.biz	nhljerseyfans.biz
7	nhljerseyfan.net	nhljerseyfan.net
8	cbfansgear.com	cbfansgear.com
9	shopprosport.com	shopprosport.com
10	logodrawstringbag.com	logodrawstringbag.com
11	nhl-blankets.com	nhl-blankets.com
12	ehockeyfan.com	ehockeyfan.com
13	canadiensgearstore.com	canadiensgearstore.com
14	cblackhawksshop.com	cblackhawksshop.com
15	ausbfu.club	ausbfu.club
16	hhqkan.xyz	hhqkan.xyz
17	hhqtun.xyz	hhqtun.xyz

18	hhjmen.xyz	hhjmen.xyz
19	hhjhan.xyz	hhjhan.xyz
20	hhtqas.xyz	hhtqas.xyz
21	hhtxzs.xyz	hhtxzs.xyz
22	hhjdqg.top	hhjdqg.top
23	hhpupq.xyz	hhpupq.xyz
24	hhdmnx.xyz	hhdmnx.xyz
25	hhpqox.xyz	hhpqox.xyz
26	hhtzpx.xyz	hhtzpx.xyz
27	hhyvox.xyz	hhyvox.xyz
28	hhywhx.xyz	hhywhx.xyz
29	hhdbqk.xyz	hhdbqk.xyz
30	hhjshu.xyz	hhjshu.xyz
31	hhzpou.xyz	hhzpou.xyz
32	hhpscvc.xyz	hhpscvc.xyz
33	hhtcdw.shop	hhtcdw.shop
34	hhzjew.xyz	hhzjew.xyz
35	hhtvbn.shop	hhtvbn.shop
36	nhlprojersey.com	nhlprojersey.com
37	canadiensstoreonline.com	canadiensstoreonline.com
38	saejerseys.com	saejerseys.com
39	isojerseys.link	isojerseys.link
40	avalanchejerseys.com	avalanchejerseys.com
41	coloradoavalanchejersey.net	coloradoavalanchejersey.net
42	coloradoavalanchejersey.com	coloradoavalanchejersey.com
43	hurricanesjersey.com	hurricanesjersey.com
44	carolinahurricanesjersey.org	carolinahurricanesjersey.org
45	lightningjersey.net	lightningjersey.net
46	tampabaylightningjersey.net	tampabaylightningjersey.net
47	tampabaylightningjersey.com	tampabaylightningjersey.com
48	pittsburghpenguinsjersey.com	pittsburghpenguinsjersey.com
49	pittsburghpenguinsjersey.net	pittsburghpenguinsjersey.net
50	penguinsreverseretrojersey.com	penguinsreverseretrojersey.com
51	wcapitalsshop.com	wcapitalsshop.com
52	nnyrangersshop.com	nnyrangersshop.com
53	ppenguinsshop.com	ppenguinsshop.com
54	mapleleafsteamshop.com	mapleleafsteamshop.com
55	bbruinsshop.com	bbruinsshop.com
56	avalanchejersey.com	avalanchejersey.com
57	carolinahurricanesjersey.com	carolinahurricanesjersey.com
58	carolinahurricanesjersey.net	carolinahurricanesjersey.net

59	capitalsapparelstore.com	capitalsapparelstore.com
60	wildfansteamshop.com	wildfansteamshop.com
61	hurricanesgearstore.com	hurricanesgearstore.com
62	sabresapparel.com	sabresapparel.com
63	hurricanesteamstore.com	hurricanesteamstore.com
64	islandersproshop.com	islandersproshop.com
65	oilershockeystore.com	oilershockeystore.com
66	flamesedgestore.com	flamesedgestore.com
67	flameshockeystore.com	flameshockeystore.com
68	hhhpab.top	hhhpab.top
69	hhqhgb.xyz	hhqhgb.xyz
70	hhtzvb.xyz	hhtzvb.xyz
71	hhtryb.top	hhtryb.top
72	hhpeub.xyz	hhpeub.xyz
73	hhypeb.xyz	hhypeb.xyz
74	hhzgab.xyz	hhzgab.xyz
75	fzpnhl.top	fzpnhl.top
76	hunnhl.top	hunnhl.top
77	fanmart.shop	fanmart.shop
78	dipwire.shop	dipwire.shop
79	hhjydh.xyz	hhjydh.xyz
80	hhdhgt.xyz	hhdhgt.xyz
81	hhpmrt.xyz	hhpmrt.xyz
82	hhjdkd.top	hhjdkd.top
83	cheapnhljerseysredwings.com	cheapnhljerseysredwings.com
84	nhljerseyonline.shop	nhljerseyonline.shop
85	philadelphiaflyersfanstore.com	philadelphiaflyersfanstore.com
86	bluejacketsstoreofficial.com	bluejacketsstoreofficial.com
87	bruinsofficialstoreonline.com	bruinsofficialstoreonline.com
88	avalancheapparelshop.com	avalancheapparelshop.com
89	carolinahurricanesshop.com	carolinahurricanesshop.com
90	hurricanesfansteamshop.com	hurricanesfansteamshop.com
91	nhlfansjersey.biz	nhlfansjersey.biz
92	rangersnhlshop.com	rangersnhlshop.com
93	ducksteamproshop.com	ducksteamproshop.com
94	herschellamp.com	herschellamp.com